

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Progress Energy Easement request – Soldier's Creek Park lighting project

DEPARTMENT: Library & Leisure Services **DIVISION:** Parks & Recreation

AUTHORIZED BY: J. Suzy Goldman **CONTACT:** J. Suzy Goldman **EXT.** 7490

Agenda Date 12-9-03 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve easement request from Florida Power to install baseball field lighting at Soldier's Creek Park.

BACKGROUND:

In order to complete the lighting project at Soldier's Creek Park, Progress Energy requires Seminole County to execute the attached easement request.

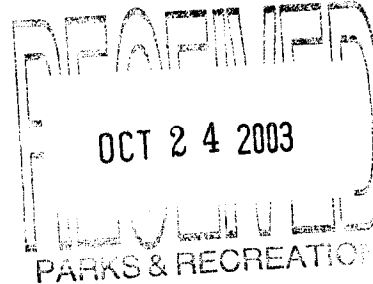
Reviewed by:
Co Atty: _____
DFS: _____
Other: ML/SS
DCM: SS
CM: KB

File No. CLLP01



October 22, 2003

Mr. Joe Gasparini
264 West North Street
Altamonte Springs, FL 32713



**RE: Distribution Easement for 1420 State Road 419, Seminole, Florida
Work Order Number: J-03-1208351**

Dear Mr. Gasparini:

Enclosed are the necessary easement forms for the installation of electrical facilities for the above referenced project. Please have the appropriate School Officials sign the easement documents for proper execution.

- A "CORPORATE FORM" should be used when a corporation or a partnership owns the property.
- An "INDIVIDUAL FORM" should be used when one (1) or more individuals own the property.

****** PLEASE REFER TO THE ATTACHED INSTRUCTIONS FOR
PROPER COMPLETION OF THESE FORMS******

Kindly return **two (2)** of the completed forms with original signatures to this office. I have enclosed a return envelope for your convenience. The third copy and sketch are for your records. If you have any questions regarding the design of the facilities, please contact Mr. Cecil Roberts (407) 359 4453. If you have any questions regarding the Easement documents, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in cursive script that reads 'Janice Carmell'.

Janice Carmell
Operations Support
North Central Region

Enclosures

CORPORATE EASEMENT INSTRUCTION SHEET

Acceptable Signature/Seal Combinations:

President + Corporate Seal + Two Witnesses + Notary

President One Officer + Two Witnesses + Notary

President + One Officer + Corporate Seal + Notary (with or without witnesses)

Two Corporate Officers + Corporate Seal + Notary

Two Corporate Officers + Two Witnesses + Notary (with or without Corporate Seal)

One Corporate Officer + Corporate Seal + Two Witnesses + Notary

Each individual's name must be typed or legibly written under each signature line, including witnesses.

NOTE:

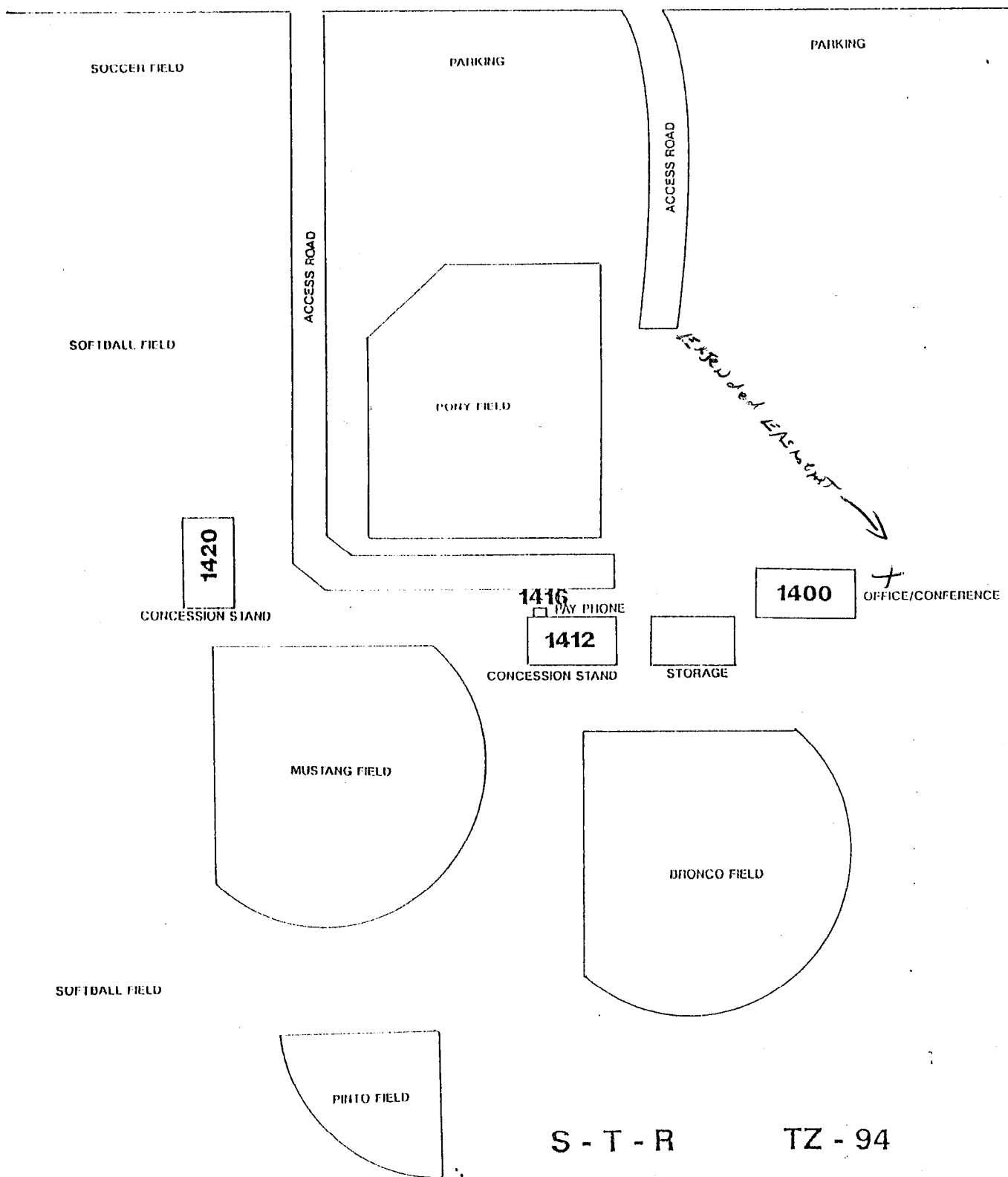
If someone other than a Corporate Officer signs of behalf of the corporation, Florida Power Corporation must have a Power of Attorney, Corporate Resolution or Letter of Authorization designating authority to execute documents regarding real estate holdings to that individual.

The address of the Corporation must be typed or legibly written below the signatures on the designated lines.

The acknowledgement must be fully completed, signed and sealed by the Notary. The Notary's name must be typed or legibly written below the signature line. Also, the information under the Notary's signature must be *typed* or *printed* in the spaces shown. The Notary must state if the person(s) signing is personally known, and if the person(s) did/did not take an oath. The form of identification presented to the Notary must be indicated (such as Florida Driver's License).

***If the Notary is one of the witnesses, the Notary must sign in the *WITNESS* column, as well as the acknowledgement.**

STATE ROAD 419



SEMINOLE BASEBALL

FL	W	A	ILL
A	2	5	
B	2	5	2H19
C	2	5	
N			5

Loc: 3

R- GUY ASSEMBLY

W. A. REQUIRED

*CUSTOMER TO BRING (2) SETS OF
3/0 CU TO THE BASE OF POLE#

BLANKET EASEMENT REQUIRED

6815234*

8237323
30
CL 29-1
CL 29-2

*4-2-SN

824778
45
37-A
50-B
37-C
1421010
06594820
CL 29-1
CL 30-2

1-1/0 AL (ABC)
20

6815235+0
45
CL 29-1
CL 30-2

1-1/0 AL (ABC)
246

50-A
50-B
50-C
2277/480 Y

*4-2-SL

821862
40

SOLDIERS CREEK PARK

I- 45' WOOD POLE

I- GUY ASSEMBLY

I- 12 X 20' PED.

I- 50-50-50 kVA (277/480 WYE) BANK

I- 45' WOOD POLE

I- 500-500-4/0 RISER

ADDRESS:
1420 STATE-ROAD-419
LONGWOOD, FL 32750

CONTACT:
JIMMY DUNSON
863-581-5781

GEO. WORK AREA: 35
SEC 27 TWP 20 RING 30

CITY/TOWN:
LONGWOOD
59000
0-6815234

SEMINOLE BASEBALL, INC.

☒ PROGRESS ENERGY - FLORIDA

NORTH

WORKSET SEE ABOVE

DRAWN
J. HUTTON 359-4409
CHECKED

DATE
10/14/2003
SCALE
Not To Scale

SHEET
1
OF
1

1208351- COMNSO

STATE ROAD 419

1/0 AL ABC

U.S. 17-92

817986
45

842522
45

*4 AL ABC

817987
30

817987
45



DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to **FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.**, a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportioners, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to telecommunication providers or other customers by GRANTEE or others, said facilities being located in, on, over, under or across the following described "Easement Area" within GRANTOR'S premises in Seminole County, to wit:

A 10 foot wide Easement Area defined as lying 5 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, across and through the following described property to accommodate present and future development.

Lots 25, 46, 47, & A to Z, SPRING HAMMOCK, according to the plat thereof as recorded in Plat Book 2, Pages 3 & 4, of the Public Records of Seminole County, Florida.

Tax Parcel Number: 21-20-30-5AP-0000-0250

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to, but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and the GRANTOR reserves the right to grant rights to others affecting the said easement area provided that (1) notice is first given to GRANTEE and (2) in the reasonable judgment of GRANTEE, such rights do not create a dangerous or unsafe condition or unreasonably conflict the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities and such other property as deemed necessary by GranTEE. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to include the actual facilities and necessary property.

This document prepared by: Marva Taylor
Return to: Progress Energy Florida, Inc.
2801 West State Road 426
Oviedo, FL 32765

SEC.	TWP.	RGE.	COUNTY	GRANTOR	PROJECT
27	20	30	SEMINOLE	Seminole B C C	J-03-1208351
				(Ball Field)	

GRANTOR covenants not to interfere with **GRANTEE's** facilities within the Easement Area in **GRANTOR's** premises, and **GRANTOR** further covenants to indemnify and hold **GRANTEE** harmless from any and all damages and injuries, whether to persons or property, resulting from interference with **GRANTEE's** facilities by **GRANTOR** or by **GRANTOR's** agents or employees.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said **GRANTOR** has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this _____ day of _____, 200____.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Signature of First Witness

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

GRANTOR:

Name of Corporation

President

Printed or Type Name

ATTEST:

Secretary

Printed or Type Name

Grantor(s) mailing address:

State of _____)
_____) ss
County of _____)

The foregoing Easement was acknowledged before me this _____ day of _____, 200____, by _____ and _____, its President and its Secretary, respectively of, a _____ (state) Corporation, on behalf of the Corporation who are personally known to me or who have produced _____ as identification and who did/did not take an oath.

CORPORATE SEAL

NOTORY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires: